

BEFORE THE ARIZONA MEDICAL BOARD

In the Matter of

SHAWN DALE BARRONG, M.D.

Holder of License No. 23832
For the Practice of Allopathic Medicine
In the State of Arizona

Case No. MD-05-0855

**CONSENT AGREEMENT FOR
LETTER OF REPRIMAND**

CONSENT AGREEMENT

By mutual agreement and understanding, between the Arizona Medical Board ("Board") and Shawn Dale Barrong, M.D. ("Respondent"), the parties agreed to the following disposition of this matter.

1. Respondent has read and understands this Consent Agreement and the stipulated Findings of Fact, Conclusions of Law and Order ("Consent Agreement"). Respondent acknowledges that he has the right to consult with legal counsel regarding this matter.

2. By entering into this Consent Agreement, Respondent voluntarily relinquishes any rights to a hearing or judicial review in state or federal court on the matters alleged, or to challenge this Consent Agreement in its entirety as issued by the Board, and waives any other cause of action related thereto or arising from said Consent Agreement.

3. This Consent Agreement is not effective until approved by the Board and signed by its Executive Director.

4. The Board may adopt this Consent Agreement of any part thereof. This Consent Agreement, or any part thereof, may be considered in any future disciplinary action against Respondent.

5. This Consent Agreement does not constitute a dismissal or resolution of other matters currently pending before the Board, if any, and does not constitute any waiver,

1 express or implied, of the Board's statutory authority or jurisdiction regarding any other
2 pending or future investigation, action or proceeding. The acceptance of this Consent
3 Agreement does not preclude any other agency, subdivision or officer of this State from
4 instituting other civil or criminal proceedings with respect to the conduct that is the subject
5 of this Consent Agreement.

6 6. All admissions made by Respondent are solely for final disposition of this
7 matter and any subsequent related administrative proceedings or civil litigation involving
8 the Board and Respondent. Therefore, said admissions by Respondent are not intended
9 or made for any other use, such as in the context of another state or federal government
10 regulatory agency proceeding, civil or criminal court proceeding, in the State of Arizona or
11 any other state or federal court.


12 7. Upon signing this agreement, and returning this document (or a copy thereof) to
13 the Board's Executive Director, Respondent may not revoke the acceptance of the
14 Consent Agreement. Respondent may not make any modifications to the document. Any
15 modifications to this original document are ineffective and void unless mutually approved
16 by the parties.

17 8. If the Board does not adopt this Consent Agreement, Respondent will not
18 assert as a defense that the Board's consideration of this Consent Agreement constitutes
19 bias, prejudice, prejudgment or other similar defense.

20 9. This Consent Agreement, once approved and signed, is a public record that will
21 be publicly disseminated as a formal action of the Board and will be reported to the
22 National Practitioner Data Bank and to the Arizona Medical Board's website.

23 10. If any part of the Consent Agreement is later declared void or otherwise
24 unenforceable, the remainder of the Consent Agreement in its entirety shall remain in force
25 and effect.

1 11. Any violation of this Consent Agreement constitutes unprofessional conduct
2 and may result in disciplinary action. A.R.S. § § 32-1401(27)(r) ("[v]iolating a formal order,
3 probation, consent agreement or stipulation issued or entered into by the board or its
4 executive director under this chapter") and 32-1451.

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6
7 
8 _____
9 SHAWN DALE BARRONG, M.D.

DATED: 6/23/00

FINDINGS OF FACT

1
2 1. The Board is the duly constituted authority for the regulation and control of
3 the practice of allopathic medicine in the State of Arizona.

4 2. Respondent is the holder of license number 23832 for the practice of
5 allopathic medicine in the State of Arizona.

6 3. The Board initiated case number MD-05-0855A after Respondent notified the
7 Board of a malpractice settlement involving his care and treatment of a 30 year-old female
8 patient ("TG").

9 4. On January 18, 2000 TG presented to Respondent for dilation and
10 evacuation (D&E) of products of conception following fetal demise.

11 5. During the D&E Respondent noted that the fundus of TG's uterus was
12 perforated. Respondent used a laparoscope to repair the uterus. At that time, Respondent
13 discovered a four centimeter tear of the uterus, a serosal tear of TG's sigmoid colon, and a
14 peritoneal tear. Respondent converted the procedure to a laparotomy and called in a
15 surgeon to repair the three identified tears.

16 6. On TG's second postoperative day she reported having increased abdominal
17 pain. By her third postoperative day TG had no flatus, had become nauseated and was
18 complaining of right flank pain and abdominal tenderness. TG had a low grade
19 temperature of 100.5 and her hematocrit and hemoglobin level dropped. A pelvic
20 ultrasound was negative for any retained products of conception and a renal ultrasound
21 was also unremarkable.

22 7. A computed tomography performed on TG's fourth postoperative day
23 showed fluid around the right kidney, indicating a severed ureter. An urologist attempted a
24 stent placement to remove the fluid, but it was unsuccessful. A percutaneous nephrostomy
25 was also unsuccessful. At that point Respondent's partner ("Partner") and a urologist

1 performed a laparoscopy and, after numerous unsuccessful attempts to identify the ureter,
2 Partner removed TG's kidney.

3 8. The standard of care required Respondent, when performing a dilation and
4 evacuation for a fetal demise to assure that all the products of conception are removed
5 and to avoid causing injury to the patient. If injury is sustained, the standard of care
6 required Respondent to perform a thorough evaluation and complete the repair.

7 9. Respondent deviated from the standard of care because he caused a
8 perforation of the uterus, a tear of the bowel and a peritoneal injury. Additionally, while
9 Respondent recognized the tears and obtained surgical assistance, Respondent failed to
10 identify and repair TG's severed ureter.

11 10. TG was harmed because her uterus was perforated, she underwent two
12 laparotomies, and her kidney was removed.

13 CONCLUSIONS OF LAW

14 1. The Board possesses jurisdiction over the subject matter hereof and over
15 Respondent.

16 2. The conduct and circumstances described above constitute unprofessional
17 conduct pursuant to A.R.S. § 32-1401(27)(q) – (“[a]ny conduct or practice that is or might
18 be harmful or dangerous to the health of the patient or the public.”)

19 3. The conduct and circumstances described above constitute unprofessional
20 conduct pursuant to A.R.S. § 32-1401 (27)(II) – (“[c]onduct that the board determines is
21 gross negligence, repeated negligence or negligence resulting in harm to or the death of a
22 patient.”)

23 ...

24 ...

25 ...

ORDER

IT IS HEREBY ORDERED THAT:

1. Respondent is issued a Letter of Reprimand for failure to recognize a severed ureter in a timely manner resulting in the removal of a patient's kidney.

2. This Order is the final disposition of case number MD-05-0855A.

DATED AND EFFECTIVE this 11th day of August, 2006.

(SEAL)



ARIZONA MEDICAL BOARD

By

Timothy C. Miller

TIMOTHY C. MILLER, J.D.
Executive Director

ORIGINAL of the foregoing filed this 11th day of August, 2006 with:

Arizona Medical Board
9545 E. Doubletree Ranch Road
Scottsdale, AZ 85258

EXECUTED COPY of the foregoing mailed this 11th day of August, 2006 to:

Shawn Dale Barrong, M.D.
Address of Record

Eric M. Grant

Investigational Review